



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 9927 HHH JUL 3, 1979

JUL 5 1979 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

9-186A120

Date JUL 10 6 1979

Fee \$ 20.00
ICC Washington, D. C.

RE: Section 11303 Filing: Supplementary Rider No. 55
dated as of October 31, 1978, ("Lease") to Car Leasing
Agreement 1285-4 between North American Car Corporation
("Lessor") and Cargill, Inc. ("Lessee") in supplement
of the Bailment Agreement and Assignment of Leases
("Assignment of Leases") dated as of December 16, 1978,
between Lessor and General Electric Credit and Leasing
Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Cargill Building, Minneapolis, Minnesota 55402
and assigned to Assignee, P.O. Box 8300, 260 Long Ridge
Road, Stamford, Connecticut 06904. The Assignment of
Leases was recorded with the Interstate Commerce Commission
at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

RECORDED

How one is
9927-666

Guard Johnson

Quintana

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
July 3, 1979
Page Two

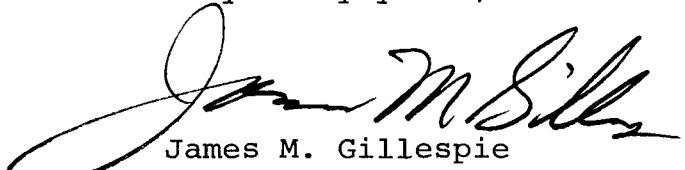
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for, *the Lease, and \$10.00 for the fee for cross indexing as requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

→ Please cross index this filing against the name of the Lessee, Cargill, Inc.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

RECORDATION NO. 9927-844 Filed 1425

C E R T I F I C A T E

JUL 5 1979 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 55 to Car Leasing Agreement 1275-4 between North American Car Corporation and Cargill, Inc. dated October 31, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A Kelly

My Commission Expires 2/23/83.

FCC file
copy 9927-666

RIDER NO. 55
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1285-4

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two-hundred (200)	4750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (reporting marks presently not available)	\$415.00

*See 2 attached
this.*

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 40,000 x days in service
365
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 31st day of October, 1978.

ATTEST:

James M. Gillespie
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

[Signature]
Sr. Vice President

ATTEST:

[Signature]
Secretary

CARGILL, INC.

By

[Signature]
U. M. Roberts, Jr. Vice President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 1285-4
RIDER NO. 55

State of Illinois)
) SS:
County of Cook)

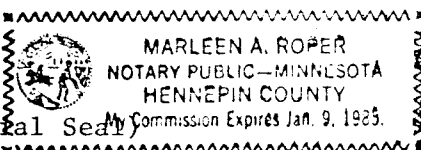
On this 19th day of June, 19 79, before me personally appeared N.R. Platt, to me personally known, who, being by me duly sworn, says that he is a Gr. Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Larry Catalano
Notary Public
My Commission expires 6-30-79

State of MINNESOTA)
) SS:
County of HENNEPIN)

On this 25th day of June, 1979, before me personally appeared C. M. Roberts, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of Cargill, Incorporated, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)  MARLEEN A. ROPER
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 9, 1985.

Marleen A. Roper
Notary Public
My Commission expires January 9, 1985

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Letter of Amendment of Rider No. 55 to Car Leasing Agreement 1285-4 between North American Car Corporation and Cargill, Inc. dated May 7, 1979, to the original of such Letter of Amendment and that this copy is a true and correct copy in all respects.

(SEAL)

Jerry Catalano

My Commission Expires 6-30-79.



**TIGER
LEASING
GROUP**

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

May 7, 1979

Cargill, Inc.
Cargill Building
Minneapolis, Minnesota 55402

Re: Car Leasing Agreement 1285-4
Rider No. 55

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 55 of Car Leasing Agreement 1285-4:

NAHX 480200 thru 480299

Please sign and return an executed copy of this letter for our files.

Very truly yours,


Senior Vice President

ACCEPTED:

CARGILL, INC.

By: Dennis K. B. [Signature]

(Title)

Dated: 5-16-79



**TIGER
LEASING
GROUP**

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

May 23, 1979

Cargill, Inc.
Cargill Building
Minneapolis, Minnesota 55402

Re: Car Leasing Agreement 1285-4
Rider 55

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 55 of Car Leasing Agreement 1285-4:

NAHX 481000 thru 481099.

Please sign and return two executed copies of this letter for our files.

Very truly yours,

Senior Vice President

ACCEPTED:

CARGILL, INC.

By: George K. Belling
(Title)
Dated: 5-31-79